

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of

Facilitating the Deployment of Text-to-911 and  
Other Next Generation 911 Applications;

Framework for Next Generation 911 Deployment

PS Docket No. 11-153

PS Docket No. 10-255

**REPLY COMMENTS OF AT&T INC.**

A survey of the March 11, 2013, comments filed in this proceeding generally supports the use of SMS texting by CMRS providers as an interim solution for text-to-911. While there is some diversity of opinion on the scope of the obligation to provide text-to-911 and on aspects of its implementation, in the main the comments applicable to CMRS providers support using the Carrier-NENA-APCO Agreement<sup>1</sup> as a template for any interim solution.<sup>2</sup> Using the Agreement as a template means, among other things, that providers offering and PSAPs accepting the interim text-to-911 solution should operate under the recently approved ATIS/TIA joint standard for “text messaging to 9-1-1 emergency services for wireless operator native Short Message Service (SMS) capabilities” (ATIS/TIA Standard).<sup>3</sup>

At the heart of the ATIS/TIA Standard is Section 4 in which the drafters set out a list of assumptions applicable to defining the text-to-911 service and architecture. And chief among these is the understanding that, using the words of the Carrier-NENA-APCO Agreement, the

---

<sup>1</sup> Letter from Terry Hall, APCO International, Barbara Jaeger, NENA, Charles W. McKee, Sprint Nextel, Robert W. Quinn, Jr, AT&T, Kathleen O’Brien Ham, T-Mobile USA, and Kathleen Grillo, Verizon, to Julius Genachowski, Chairman, Federal Communications Commission, and Commissioners McDowell, Clyburn, Rosenworcel and Pai; PS Docket 11-153, PS Docket No. 10-255 (Dec. 6, 2012). (Carrier-NENA-APCO Agreement or Agreement).

<sup>2</sup> Verizon p. 1 (“The Agreement reflects what is technically feasible and is a reasonable interim measure until IP-enabled NG911 services become more widely available.”)

<sup>3</sup> JOINT ATIS/TIA NATIVE SMS TO 9-1-1 REQUIREMENTS AND ARCHITECTURE SPECIFICATION, J-STD-110, 1.1 Scope, p. 1 (approved March 2013) (ATIS/TIA Standard). Sprint Nextel p. 4 (“[I]t is important that any technology utilized for text-to-911 service follow industry standards so there is full and complete uniformity across the industry and public safety community.”)

interim text-to-911 solution “will be limited to the capabilities of the existing SMS service offered by a participating wireless service provider on the home wireless network to which a wireless subscriber originates an SMS message.”<sup>4</sup> The ATIS/TIA Standard, based on this understanding, should guide the Commission in its deliberations on the implementation of any interim solution for text-to-911.

**A. The Commission should reject calls to apply wireless voice-level standards to the interim text-to-911 solution and wait for full deployment of NG911.**

The ATIS/TIA Standard, which is the basis for the Carrier-NENA-APCO Agreement, makes it clear that “[t]here is no association between voice services and SMS to 9-1-1” and that “SMS to 9-1-1 shall not have the same requirements as a voice to 9-1-1 call (*e.g.*, reliability, handling/priority, security, privacy, non-repudiation).”<sup>5</sup> Calls by some commenters to gold plate the interim text-to-911 solution to make it operate on a par with voice-to-911 service should be rejected.<sup>6</sup>

For example, the Commission should reject suggestions that the interim text-to-911 solution provide the same level of location accuracy as that set out in the Phase II location accuracy requirements of Commission rule 20.18(h).<sup>7</sup> Also, the Commission should decline to follow recommendations that routing be based on more than the coarse or rough location information provided by the initial cell site or that the interim text-to-911 solution allow roaming

---

<sup>4</sup> Carrier-NENA-APCO Agreement, p. 3. *See also* ATIS/TIA Standard, Section 4, Assumptions.

<sup>5</sup> ATIS/TIA Standard, p. 6.

<sup>6</sup> Sprint Nextel p. 7 (“The Commission must, nevertheless, remain cognizant of the fact that text-to-911 based on SMS is a best-efforts, store-and-forward service, and the Commission should not seek to impose features and capabilities beyond what is currently available via existing SMS infrastructure as part of the interim, pre-NG911 text-to-911 offering.”)

<sup>7</sup> 47 C.F.R. § 20.18(h). *See* Comments of the Boulder Regional Emergency Telephone Service Authority, pp. 12-13; Comments of the County of Fairfax, Virginia, p. 6. *But see*, Verizon p. (“The Commission should leave the development of precise location information capability for text-to-911 to further product and application development and related standards work using LTE and NG911 technologies.”)

on foreign networks.<sup>8</sup> Such comments are appropriate for discussions on full deployment of text-to-911 as part of NG911 services, not the interim solution.

There are good reasons to reject these proposals for the interim solution. *First*, they are inconsistent with the ATIS/TIA Standard and contrary to the Carrier-NENA-APCO Agreement. These documents should be the foundation for any text-to-911 interim solution. *Second*, adopting these recommendations would require providers to redesign the present SMS text messaging offers. Any such redesign would be costly and time consuming. We fully expect that providers would be able to implement full deployment of NG911 before SMS text messaging could be brought up to the public-safety standards of voice-to-911. And, with the introduction of IP-based voice services, wireless providers will be gradually dismantling the mechanisms that are used in conjunction with SMS texting.<sup>9</sup> Trying to retool SMS texting for the short term will strand investment in a legacy, circuit-switch, voice-related service and unnecessarily delay full deployment of NG911 services.<sup>10</sup> As noted in the EAAC Subcommittee 1 Report on Interim Text Messaging:

[U]tilizing standards-based SMS network architectures and capabilities currently offered by wireless service providers to subscribers on their home networks (i.e., not roaming on another wireless carrier network), with minimal modifications or alterations, would be the most technically and economically feasible way to ensure rapid deployment of SMS-to-9-1-1. Any solution that requires significant modifications to existing wireless network architectures and standards will delay deployment of SMS-to-9-1-1 and consume resources needed for NG9-1-1

---

<sup>8</sup> BRETSA, p. 12; Motorola Solutions, Inc., p. 4.

<sup>9</sup> The signatory carriers to the Agreement anticipated the replacement of SMS texting with other text messaging services by reserving the right to deploy “successor technologies . . . deemed appropriate by the service provider to satisfy current and future requirements of the text-to-9-1-1 service.” Carrier-NENA-APCO Agreement, p. 1.

<sup>10</sup> Sprint Nextel p. 14 (“Complex SMS infrastructure changes would be needed to support text-to-911 for roaming customers on an interim basis, and the costs of making these changes would likely overshadow NG911 deployment costs for CMRS providers.”); T-Mobile pp. 6-7 (“The Commission should not impose mandates for interim text-to-911 on carriers that would require costly or extensive network upgrades” [because] “it would be a fundamental misallocation of resources, resources that could be better directed towards developing next generation technologies.”). Note: We say voice-related service, because short message service (SMS) texting was “designed as a secondary service to use *signaling channels and other resources when they were not used for voice calls*.” See TEXTING TO 911: Examining the Design and Limitations of SMS, 4G Americas, p. 10 (Oct. 2010). (*Texting to 911 Report*).

deployment. . . [A] text-messaging to 9-1-1 solution should not be subject to all the requirements of either voice 9-1-1 calls or long-term solutions (i.e., NG9-1-1) so that it can be implemented in the near term and without extensively reworking carrier, handset, or PSAP systems.<sup>11</sup>

**B. The Commission should not establish text-to-TTY as a default setting for PSAPs that do not declare a text delivery option by a date certain.**

The Carrier-NENA-APCO Agreement contemplates that individual PSAPs will have the option of deciding whether they are *technically ready* to receive text-to-911 messages in a format covered by the ATIS/TIA Standard and that the appropriate local or state 9-1-1 governing authority has authorized the receipt of such emergency messages.<sup>12</sup> Inherent in this concept of being “technically ready” is the understanding that the PSAP has both analyzed and addressed its equipment, trunking, and staffing needs to handle text-to-911 messages. We believe that, given the additional costs involved, the local PSAP and/or the 9-1-1 governing authority ought to retain the decision making power over whether the PSAP is text-to-911 ready.<sup>13</sup>

In the *Further Notice*, the Commission asks whether “there [should] be a default preference to ensure that PSAPs that do not declare their text delivery option by a certain date are then assumed to prefer text-to-TTY delivery, since that option should be available without further PSAP action.”<sup>14</sup> This proposal raises concerns for NENA because, while PSAPs have the capacity to handle the existing base of TTY users, once the pool of originating service providers (OSPs) is opened up to permit text-to-911 more generally, “the potential impacts of unknown

---

<sup>11</sup> REPORT OF EMERGENCY ACCESS ADVISORY COMMITTEE (EAAC) SUBCOMMITTEE 1 ON INTERIM TEXT MESSAGING TO 9-1-1, Version 1, Sec. 3, Originating Devices and Network, p. 9 (Mar. 1, 2013).

<sup>12</sup> Carrier-NENA-APCO Agreement, *passim*. See Telecommunication Systems p. 5 (“Applicable NENA and the voluntary carrier agreement envision that PSAPs would formally declare their messaging preference, and no PSAP should receive a text-to-911 message as a TTY message without prior acknowledgement of this preference.”)

<sup>13</sup> Verizon p. 9 (“PSAPs may have their own legitimate reasons (such as resources, liability concerns, and training) for not accepting text messages at their TTY equipment, and there is a significant risk of customer confusion due to disparities between customers’ expectations and the PSAP’s readiness in those cases.”)

<sup>14</sup> *Further Notice* ¶ 145.

text traffic flows on PSAP operations” could be service affecting.<sup>15</sup> The only way to address any adverse impacts on a PSAP’s operations would be to increase staff and equipment and trunking to meet demands. The PSAP, working with its Systems Service Provider, might have to upgrade its facilities to handle the influx of new text-to-TTY messages. In short, imposing text-to-TTY delivery on PSAPs could very well mean a diminution of service to able-bodied and disabled persons alike and/or unanticipated and unbudgeted new expenditures.<sup>16</sup> This use of a default preference in advance of full deployment of NG911 and the phase-out of existing TTY operations appears unwise at this time.<sup>17</sup>

In its comments, NENA proposes an alternative solution, which involves the use of a different delivery point run by either the same 9-1-1 authority or in cooperation with another 9-1-1 authority.<sup>18</sup> This proposal has the potential of reducing the costs of upgrades and is consistent with our prior advocacy that PSAPs be encouraged to establish regional or state-wide NG911 centers.<sup>19</sup> That said, however, it will be incumbent upon PSAPs to plan for, make arrangements for, and pay for facility upgrades to support either the Commission’s default proposal or any alternative solution involving pooling resources with another PSAP’s operations.

**C. The Commission should reconsider its reluctance to encourage Congress to adopt clear and unambiguous, comprehensive, standardized, nationwide limitation of liability protection applicable equally to all that make NG911 services possible.**

On more than one occasion and as late as the *Further Notice*, the Commission has sought comment on the questions of “whether providers of text-to-911 service have sufficient liability

---

<sup>15</sup> Comments of the National Emergency Number Association with Respect to Sections III(B) & (C), p. 16 (NENA Comments).

<sup>16</sup> Even if the PSAP were to upgrade its facilities, it might involve robbing Peter to pay Paul. Items that were budgeted to address upgrades or other improvements to existing voice operations could suffer.

<sup>17</sup> The Commission recognizes that TTY use is in decline and asks whether, with full deployment of NG911, if not before, the Commission should sunset the TTY requirement for new handsets. *Further Notice* ¶ 113.

<sup>18</sup> NENA Comments p. 16.

<sup>19</sup> See Comments of AT&T Inc., PS Docket Nos. 11-153, 10-255, pp. 16-19 (filed Dec. 12, 2011).

protection under current law to provide text-to-911 services to their customers, or whether additional protection may still be needed or desirable” and “whether there are additional steps the Commission could take—consistent with [its] regulatory authority—to provide additional liability protection to text-to-911 service providers.”<sup>20</sup> Yet, prior to synthesizing and evaluating the comments in this proceeding, the Commission issued its report to Congress on recommendations for NG911 in which the Commission suggested that Congress “proceed cautiously” in preempting state limitation of liability laws because “[t]ort law liability standards are traditionally a matter of state law” and because commenters favoring preemption have failed to “cite any specific incidents where liability has attached or otherwise impacted behavior.”<sup>21</sup> There are serious problems with this reasoning.

First, while it is true that tort liability is largely a state matter, the implications of tort liability in this arena have national consequences. Both manufacturers of NG911 devices and providers of NG911 services will be operating nationwide (*i.e.*, across multiple state lines). Making these companies navigate the various limitation-of-liability provisions, if any, of each and every jurisdiction in the United States creates uncertainty as to the actual protections they may provide and will clearly impact the development and deployment of NG911 services. It is for just this circumstance that the drafters of the United States Constitution adopted the Commerce Clause.<sup>22</sup> Under that clause, the Congress can regulate this aspect of an indisputably interstate offering and, in this case, it should.

Second, because we are talking about NG911, it is hard to see how commenters can point to actual specific incidents where liability has attached, because NG911 services have not yet been fully and widely deployed. Nevertheless, those most directly impacted are advising the

---

<sup>20</sup> *Further Notice* ¶ 167.

<sup>21</sup> LEGAL AND REGULATORY FRAMEWORK FOR NEXT GENERATION 911 SERVICES: REPORT TO CONGRESS AND RECOMMENDATIONS, Federal Communications Commission, Section 4.1.5 Liability Protection for all NG911 Stakeholders, Subsection 4.1.5.2 Recommendations (Feb. 22, 2013).

<sup>22</sup> U.S. CONST. art. I, § 8, cl. 3.

Commission that their survey of the law has uncovered a confusing and not very reassuring array of provisions, some found only in state-filed tariffs. If the Commission's aim is the wide-spread and quick deployment of NG911, then it ought to listen to the commenters who are most at risk should defects in individual state liability protection arise, because deployment of NG911 will depend on their participation and cooperation and willingness to take risks in support of improving emergency communications. As pointed out by Telecommunication Systems in its comments, "[s]o long as any doubt remains, the Commission should seek enabling legislation from Congress that definitively removes liability for text-to-911 and future NG911 services."<sup>23</sup>

AT&T Inc.

By: /s/ William A. Brown

William A. Brown  
Gary L. Phillips  
Peggy Garber

AT&T Services, Inc.  
1120 20<sup>th</sup> Street, N.W.  
Suite 1000  
Washington, D.C. 20036  
202.457.3007 - Telephone  
202.457.3073 - Facsimile  
[William.Aubrey.Brown@att.com](mailto:William.Aubrey.Brown@att.com)

*Attorneys for AT&T Inc.*

April 9, 2013

---

<sup>23</sup> Telecommunication Systems p. 6 (original emphasis).